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ing the lower court, substantial damages were recoverable. Two justices dissented. *Nickerson v. Hodges*, (La., 1920), 84 So. 37.

The Civil Code of Louisiana provides (MERRICK'S REV. C. C. [2d ed.], Art. 2315), "Every act whatever of man that causes damage to another obliges him by whose fault it happened to repair it," etc. Though not expressly referred to by the court, the decision undoubtedly is based on this provision, the substance of which is taken from CODE NAPOLEON, 1382. The note commenting upon *Janvier v. Sweeney*, [1919] 2 K. B. 316, in 18 MICH. L. REV. 332, discusses a somewhat closely related problem in the common law. Whether there was independently a cause of action upon which an award of damages for mental suffering might be based, and whether the mental shock resulted in physical derangement, questions on which such cases seem to turn in common law jurisdictions, do not bother a court proceeding under provisions such as are found in the CODE NAPOLEON and the Louisiana Code.

VENDOR AND PURCHASER—AGREEMENT FOR PAYMENT IN LIBERTY BONDS.—Plaintiff agreed to convey to defendants a certain piece of property upon payment of \$42,500, payable one-half in cash and one-half in Liberty Bonds. The difference between the par value and the market value of these bonds (which had fallen below par) on the day of payment was more than \$500. Defendants paid \$21,250 par value of bonds; and plaintiff seeks to recover this alleged balance of \$500 due on the contract. *Held*, buyer was required merely to deliver Liberty Bonds of face value of such amount, and not of the market value thereof. *Nelson v. Rhem* (N. Car., 1920), 102 S. E. 395.

In view of the large number of contracts involving payment in Liberty Bonds that are being entered into, and that will undoubtedly continue to be negotiated as long as these bonds remain in general circulation, this case is peculiarly interesting to the profession as well as to the man of business. This decision appears to be the only sound one that could be reached in such a case,—the parties have agreed upon payment in this particular medium (depreciated paper, which can be counted by dollars), and they must abide by their contract, whether the value of this designated medium fluctuates one way or the other. It was agreed that 21,250 *Liberty Bond dollars* should be the payment, and the vendor must accept them in full payment, even though they have fallen below par. *Kenney v. Effinger*, 115 U. S. 577. Upon default by vendee to tender these bonds, the vendor would only have been entitled to that sum in legal tender which would be equal to the market value, and not the nominal value, of these \$21,250 of Liberty Bonds. *Robinson v. Noble*, 8 Peters 181; *Thompson v. Riggs*, 5 Wall. 663; *Myers v. Kaufman*, 37 Ga. 600; *Williamson v. McGinnis*, 11 B. Mon. (Ky.), 74.

WATERS—DIVISION OF ACCRETION BETWEEN RIPARIAN OWNERS.—The plaintiff and defendant are owners of ocean shore lots conveyed with reference to a survey and plat. A street separates the two lots. The suit is to quiet title to a strip of land formed by accretion along their front. *Held*, that the *locus in quo* is properly divisible by extending the boundary lines